

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

SAMER AL-AZEM and PETROHAB LLC
Plaintiffs,

v.

SAFE ARC TECHNOLOGY, L.L.C.,
Defendant.

Civil Action No. 25-CV-417

**PETROHAB'S ORIGINAL COMPLAINT
FOR PATENT INFRINGEMENT**

For its complaint against Safe Arc Technology, L.L.C.. (“Safe Arc”), plaintiffs Samer Al-Azem and PetroHab, LLC (collectively “PetroHab”) alleges:

PARTIES

1. Samer Al-Azem (“Samer”) is a Texas resident living in Houston, Texas.
2. PetroHab LLC is a Texas Limited Liability Company with its principal place of business in Houston, Texas.
3. Safe Arc is a Louisiana Limited Liability Company with a principal place of business in Lafayette, Louisiana.

NATURE OF ACTION, JURISDICTION, AND VENUE

4. This is an action for patent infringement under the Patent Act, 35 U.S.C. § 1 *et seq.*
5. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 (Federal Question) and § 1388 (Patents).
6. The Court has personal jurisdiction over defendant Safe Arc at least because it is a resident of this State and conducts business in this State.
7. Venue is proper under 28 U.S.C. § 1400(b) because Safe Arc resides in this judicial district.

BACKGROUND FACTS

8. Beginning in late 2010, Samer invented and filed a provisional patent application directed to a novel pressurized welding enclosure (“PWE”) that can be constructed through interlocking panels that attach to each other using strips of a hook and loop fastening medium.

9. In the Spring of 2011, Samer formed PetroHab LLC to be a business vehicle for commercializing his inventions. Samer is, and at all times has been, the 100% owner of PetroHab LLC and the individual entitled to all profits of PetroHab LLC.

10. Around the time of PetroHab LLC’s formation, Samer was approached by Ben Vetuski who, at the time, was a PWE supervisor for a company known as Hot-Hed. At the time Mr. Vetuski approached Samer, Hot-Hed was experiencing financial difficulties and was expected to file for bankruptcy.

11. At the time he approached Samer, Mr. Vetuski was aware of the likely bankruptcy of Hot-Hed, Samer’s development of his inventive enclosure, and Samer’s formation of PetroHab LLC. Concerned about his future, Mr. Vetuski talked to Samer about working for PetroHab if Mr. Vetuski were to be let go by Hot-Hed.

12. In the Spring of 2011, Samer agreed to bring Mr. Vetuski on as Vice President of Field Operations of PetroHab if Mr. Vetuski were to be let go by Hot-Hed. During that same period Samer exposed Mr. Vetuski to his inventive enclosure.

13. In May 2011, Hot-Hed resolved to file for Bankruptcy. Around that same time, in anticipation of Mr. Vetuski’s employment by PetroHab, business cards were prepared for Mr. Vetuski. An image of one such business card is provided below:



14. Mr. Vetuski initially appeared to be excited about working for PetroHab. In advance of the Offshore Technology Conference (“OTC”) to be held in early May 2011, Mr. Vetuski assisted the PetroHab team in developing marketing literature to be used during the OTC. As the result of Mr. Vetuski’s efforts in that regard, he was exposed to and learned significant details concerning Samer’s PWE invention.

15. Despite his indication that he would come to work for PetroHab, and his work in advance of the 2011 OTC on behalf of PetroHab, Mr. Vetuski inexplicably not only failed to attend the 2011 OTC, and thereafter advised Samer that he intended to pursue employment with another entity. At that time, Mr. Vetuski did not identify the other entity with which he was pursuing employment or provide the nature of the business in which that entity was engaged.

16. Samer and PetroHab proceeded with their plans to commercialize Samer’s invention and have – since 2011 – successfully developed, produced, and placed in use embodiments of Samer’s inventions both in the United States and around the world.

17. One of the companies that has used the PetroHab PWE embodying Samer’s inventions was a company known as The Industrial Company. The Industrial Company used PetroHab’s enclosures at its job site in Freeport, Texas (for Freeport LNG). As a result of PetroHab’s work with The Industrial Company, Samer learned at the end of 2022 that defendant Safe Arc had provided to The Industrial Company with a PWE that not only incorporated Samer’s inventions,

but that appeared to be substantial copies of the PetroHab enclosure disclosed by Samer to Mr. Vetuski in the 2011 timeframe.

18. After learning of Safe Arc's provision of PWE enclosures that appeared to be substantial copies of PetroHab's circa-2011 PWE products, PetroHab learned that Safe Arc had been formed in mid-2012 by an individual identified as David Walker.

19. Mr. Walker is an individual who is associated with a number of companies, including defendant Safe Arc and a company known as Team Management and Consulting LLC ("TMC"). Mr. Walker is the CEO of both defendant Safe Arc and of TMC.

20. Unbeknownst to Samer, the other entity that Mr. Vetuski was seeking employment with in 2011 (after Mr. Vetuski was exposed to Samer's PWE inventions) was TMC.

21. In June 2011, Mr. Walker's company, TMC, hired Mr. Vetuski as a "Projects Manager."

22. According to Mr. Vetuski's LinkedIn page, one of the projects on which he began working on for with TMC was the "establishment of a new company." It is believed that that "new company" became defendant Safe Arc.

23. Around or after Mr. Vetuski was hired by TMC, defendant Safe Arc was formed. Despite having no known experience in the design and construction of pressurized welding enclosures using interconnecting panels, shortly after Mr. Vetuski was hired defendant Safe arc – unknown to Samer at the time – introduced and began using and offering for rental – pressurized welding enclosures formed from a number of interconnected panels coupled together using strips of a hook and loop fastening medium. According to an e-mail sent by Mr. Walker in June 2012 concerning its PWE products, defendant Safe Arc "had become an instance success."

24. The PWE enclosures offered by defendant Safe Art appear to be substantial copies of the PetroHab PWE products disclosed to Mr. Vetuski in 2011 and are believed to be direct, literal infringements of the patent rights Samer ultimately obtained with respect to his PWE inventions.

COUNT I:
INFRINGEMENT OF U.S. PATENT NO. 9,545,775

25. PetroHab is the owner of U.S. Patent No. 9,545,775 (the “775 Patent”) and all right title and interest in the 775 Patent, including the right to sue and recover for all past infringements.

26. The 775 Patent was duly and legally issued by the U.S. Patent and Trademark Office on January 17, 2017. The 775 Patent is entitled “Attachment Systems and Methods Usable to Form Enclosures.” A true and correct copy of the 775 Patent is attached as Exhibit A.

27. Subject to the timely payment of maintenance fees, the term of the 775 Patent will extend until August 29, 2034 (the date that is 850 days from May 1, 2032).

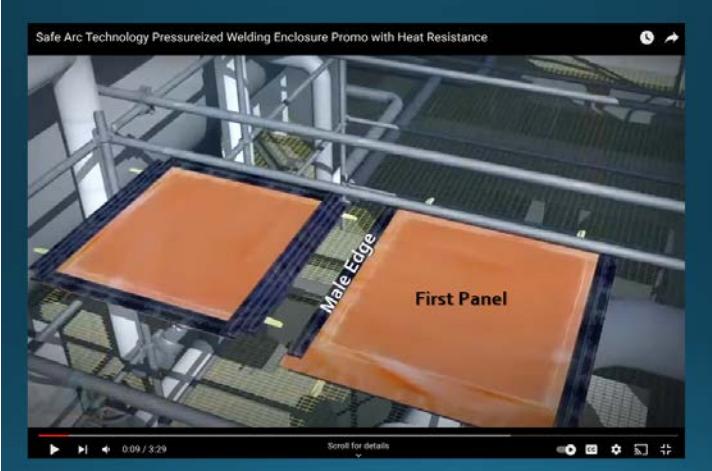
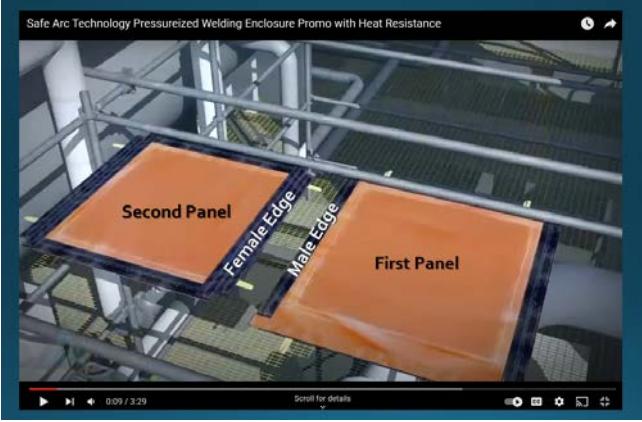
28. PetroHab has duly marked its patented PWE products with the 775 Patent number.

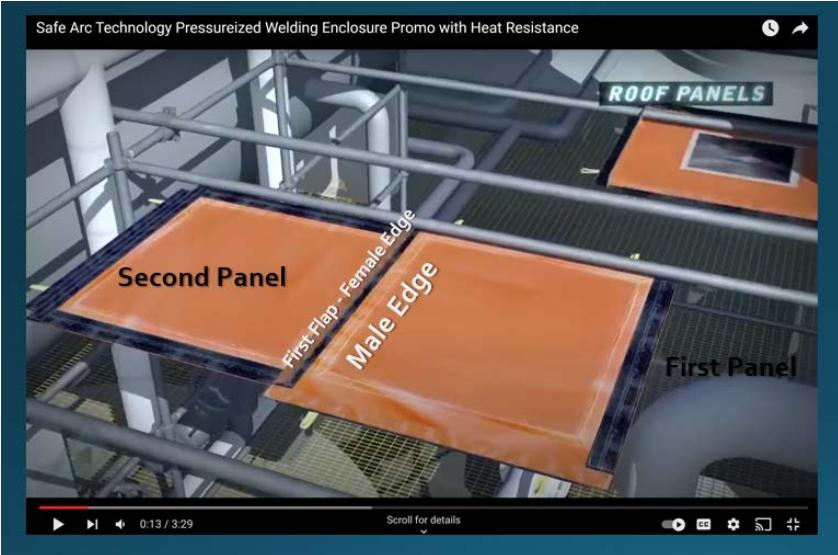
29. Safe Arc has infringed and continues to infringe the 775 Patent both directly and indirectly.

30. As an example of Safe Arc’s direct infringement, Safe Arc has made, used, sold, offered for sale and/or imported into the United States a pressurized welding enclosure (referred to herein as the “SA-PWE) that meets each and every element of at least one claim in the 775 Patent. The chart below demonstrates how each and every element of at least claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of the 775 Patent are met by the SA-PWE:

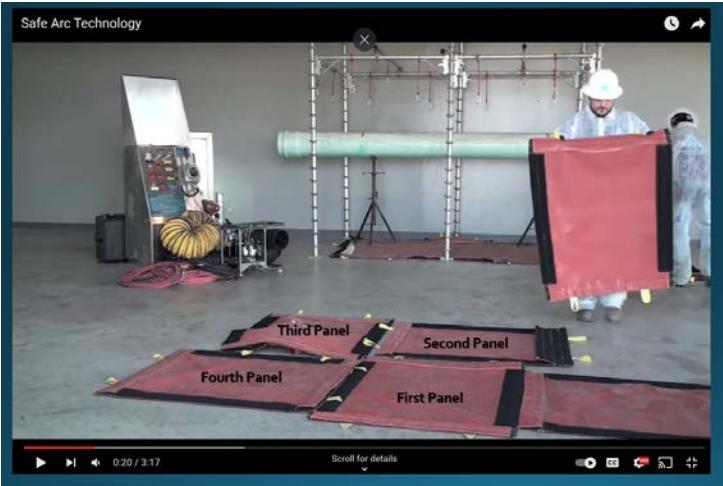
31.

CLAIM LIMITATION	SA-PWE
1.0 An enclosure comprising:	

CLAIM LIMITATION	SA-PWE
1.1 a first panel having a male edge with a front side and a rear side, wherein the front side and the rear side each comprise a first portion of a fastening medium thereon; and	<p>The SA-PWE includes a first panel having a male edge with a front side and a rear side, each of which comprises a portion of a fastening medium thereon:</p>  <p>See, e.g., SAFE ARC TECHNOLOGY PRESSURIZED WELDING ENCLOSURE PROMO WITH HEAT RESISTANCE at Approx. 0:09.</p>
1.2.1 a second panel having a female edge with a first flap and a second flap extending therefrom, wherein the first flap and the second flap each have an inner surface comprising a second portion of the fastening medium thereon adapted for engagement with the first portion of the fastening medium,	<p>The SA-PWE includes a second panel having a female edge with a first flap and a second flap extending therefrom, wherein the first flap and the second flap each have an inner surface comprising a second portion of the fastening medium thereon adapted for engagement with the first portion of the fastening medium:</p>  <p>See e.g., SAFE ARC TECHNOLOGY PRESSURIZED WELDING ENCLOSURE PROMO WITH HEAT RESISTANCE at Approx. 0:09.</p>

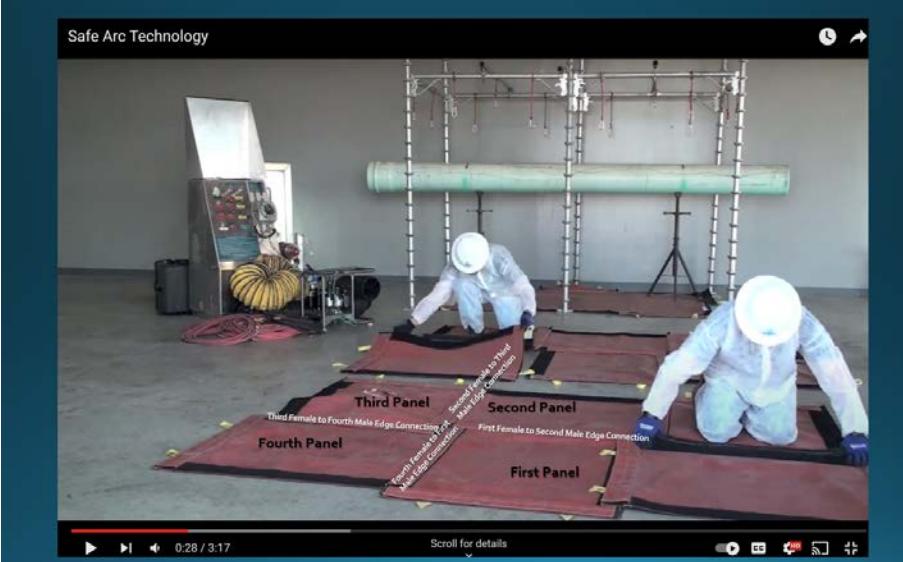
CLAIM LIMITATION	SA-PWE
<p>1.2.2 wherein the first flap engages the front side and the second flap engages the rear side via engagement between the first portion and the second portion of the fastening medium,</p>	<p>The first flap of the female edge in the SA-PWE flap engages the front side of the male edge and the second flap engages the rear side via engagement between the first portion and the second portion of the fastening medium,</p>  <p>See e.g., SAFE ARC TECHNOLOGY PRESSURIZED WELDING ENCLOSURE PROMO WITH HEAT RESISTANCE at Approx. 0:09- 0:15 (first flap of female edge shown; second flap on opposite side).</p>

CLAIM LIMITATION	SA-PWE
1.3 wherein the engagement between the first panel and the second panel forms a seal adapted to maintain a pressure differential across opposing sides thereof.	 <p>Safe Arc Technology Pressurized Welding Enclosure Promo with Heat Resistance</p> <p>PWE IS PRESSURIZED</p> <p>maintain a positive pressure / balance inside</p> <p>1:19 / 3:29</p> <p>Scroll for details</p> <p>See e.g., SAFE ARC TECHNOLOGY PRESSURIZED WELDING ENCLOSURE PROMO WITH HEAT RESISTANCE at Approx. 1:05-1:21 ("...blowers maintain a positive pressure overbalance inside the PWE...").</p>
2.0 The enclosure of claim 1, wherein engagement between the first flap and the front side, engagement between the second flap and the rear side, or combinations thereof, forms a seal adapted to maintain a pressure differential across opposing sides thereof.	<p>In the SA-PWE at least the combination of the engagement between the first flap and the front side and the second flap and the rear side forms a deal adapted to maintain a pressure differential across opposing sides thereof.</p> <p>See 1.3 above.</p>
3.0 The enclosure of claim 1, wherein the first portion of the fastening medium, the second portion of the fastening medium, or combinations thereof, comprise a plurality of strips of a hook and loop fastening medium.	<p>In the SA-PWE the first portion of the fastening medium, the second portion of the fastening medium, or combinations thereof, comprise a plurality of strips of a hook and loop fastening medium.</p> <p>See 1.1-1.3 above.</p>

CLAIM LIMITATION	SA-PWE
4.0 The enclosure of claim 1, wherein the first panel, the second panel, or combinations thereof, is formed at least partially from a heat resistant material.	<p>The panels of the SA-PWE are formed at least partially from heat resistant materials:</p>  <p>See e.g., SAFE ARC TECHNOLOGY PRESSURIZED WELDING ENCLOSURE PROMO WITH HEAT RESISTANCE at Approx. 2:34.</p>
5.0 An enclosure comprising:	
5.1 a wall comprising a first panel, a second panel, a third panel, and a fourth panel,	<p>The SA-PWE includes a wall formed from first second, third and fourth panels:</p>  <p>See e.g., SAFE ARC TECHNOLOGY at Approx. 0:20</p>

CLAIM LIMITATION	SA-PWE
5.2 wherein the first panel comprises a first male edge having a front side and a rear side and a first female edge having at least two flaps extending therefrom, wherein the front side and the rear side each comprise a first portion of a fastening medium thereon, and wherein said at least two flaps each have an inner surface comprising a second portion of the fastening medium thereon,	<p>The structure of the first, second, third and fourth panels in the SA-PWE are all identical and each panel includes a respective male edge having a front side and a rear side and a female edge having at least two flaps extending therefrom, wherein the front side and the rear side each comprise a first portion of a fastening medium thereon, and wherein said at least two flaps each have an inner surface comprising a second portion of the fastening medium thereon.</p> <p>The male and female edges and flaps of the second panel are labeled below as representative:</p>  <p>See e.g., SAFE ARC TECHNOLOGY at Approx. 0:20.</p>
5.3 wherein the second panel comprises a second male edge having a front side and a rear side and a second female edge having at least two flaps extending therefrom, wherein the front side and the rear side each comprise a first portion of the fastening medium thereon, and wherein said at least two flaps each have an inner surface comprising a second portion of the fastening medium thereon,	See 5.2.

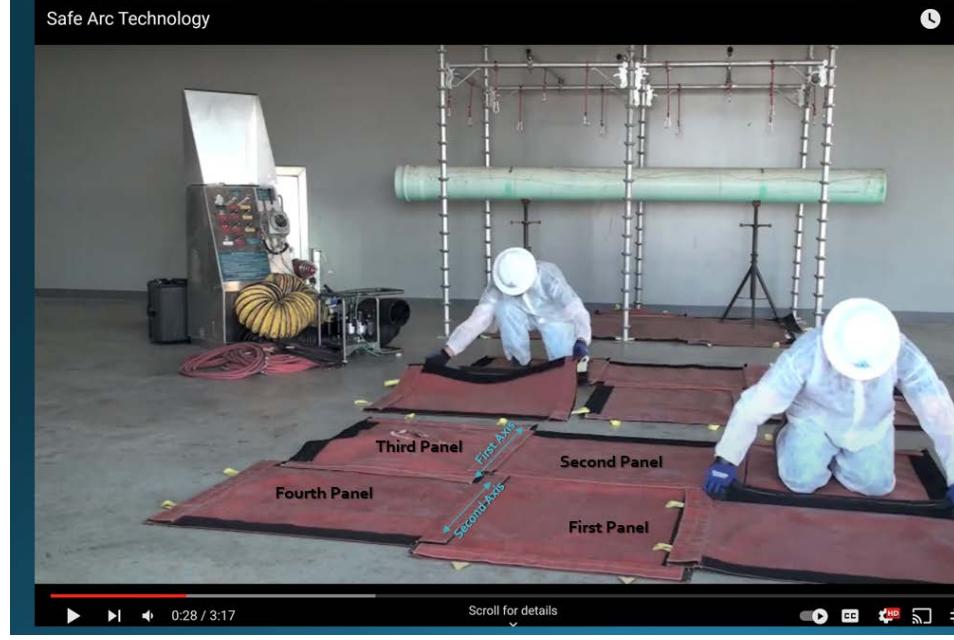
CLAIM LIMITATION	SA-PWE
5.4 wherein the third panel comprises a third male edge having a front side and a rear side and a third female edge having at least two flaps extending therefrom, wherein the front side and the rear side each comprise a first portion of the fastening medium thereon, and wherein said at least two flaps each have an inner surface comprising a second portion of the fastening medium thereon,	See 5.2.
5.5 wherein the fourth panel comprises a fourth male edge having a front side and a rear side and a fourth female edge having at least two flaps extending therefrom, wherein the front side and the rear side each comprise a first portion of the fastening medium thereon, and wherein said at least two flaps each have an inner surface comprising a second portion of the fastening medium thereon,	See 5.2.

CLAIM LIMITATION	SA-PWE
5.6 wherein the second panel is engaged with the first panel via engagement between the first female edge and the second male edge, wherein the third panel is engaged with the second panel via engagement between the second female edge and the third male edge, wherein the fourth panel is engaged with the third panel via engagement between the third female edge and the fourth male edge, and wherein the first panel is engaged with the fourth panel via engagement between the fourth female edge and the first male edge; and	<p>In the SA-PWE the second panel is engaged with the first panel via engagement between the first female edge and the second male edge, wherein the third panel is engaged with the second panel via engagement between the second female edge and the third male edge, wherein the fourth panel is engaged with the third panel via engagement between the third female edge and the fourth male edge, and wherein the first panel is engaged with the fourth panel via engagement between the fourth female edge and the first male edge:</p>  <p>See e.g., SAFE ARC TECHNOLOGY at Approx. 0:28.</p>

CLAIM LIMITATION	SA-PWE
5.7 wherein the engagement between the first panel and the second panel, engagement between the second panel and the third panel, engagement between the third panel and the fourth panel, engagement between the fourth panel and the first panel, or combinations thereof, forms a seal adapted to maintain a pressure differential across opposing sides thereof.	<p>In the SA-PWE, engagement between the first panel and the second panel, engagement between the second panel and the third panel, engagement between the third panel and the fourth panel, engagement between the fourth panel and the first panel, or combinations thereof, forms a seal adapted to maintain a pressure differential across opposing sides thereof:</p>  <p>See e.g., SAFE ARC TECHNOLOGY at Approx. 2:35.</p>

CLAIM LIMITATION	SA-PWE
<p>6.0 The enclosure of claim 5, wherein engagement between the first panel and the second panel defines a first axis, and wherein engagement between the third panel and the fourth panel defines a second axis, and wherein the first axis is offset a distance from the second axis in a direction generally perpendicular to the first axis and the second axis to form an overlapping engagement between a first portion of the wall and a second portion of the wall.</p>	<p>In the SA-PWE the engagement between the first panel and the second panel defines a first axis, and wherein engagement between the third panel and the fourth panel defines a second axis, and wherein the first axis is offset a distance from the second axis in a direction generally perpendicular to the first axis and the second axis to form an overlapping engagement between a first portion of the wall and a second portion of the wall:</p>  <p>Safe Arc Technology</p> <p>First Panel</p> <p>Second Panel First Axis</p> <p>Third Panel Second Axis</p> <p>Fourth Panel</p> <p>0:28 / 3:17</p> <p>Scroll for details</p>

See e.g., SAFE ARC TECHNOLOGY at Approx. 0:28.

CLAIM LIMITATION	SA-PWE
<p>7.0 The enclosure of claim 5, wherein engagement between the second panel and the third panel defines a first axis, and wherein engagement between the fourth panel and the first panel defines a second axis, and wherein the first axis is offset a distance from the second axis in a direction generally perpendicular to the first axis and the second axis to form an overlapping engagement between a first portion of the wall and a second portion of the wall.</p>	<p>In the SA-PWA engagement between the second panel and the third panel defines a first axis, and wherein engagement between the fourth panel and the first panel defines a second axis, and wherein the first axis is offset a distance from the second axis in a direction generally perpendicular to the first axis and the second axis to form an overlapping engagement between a first portion of the wall and a second portion of the wall:</p>  <p>Safe Arc Technology</p> <p>Third Panel</p> <p>Second Panel</p> <p>First Panel</p> <p>Fourth Panel</p> <p>First Axis</p> <p>Second Axis</p> <p>0:28 / 3:17</p> <p>Scroll for details</p>
<p>8.0 The enclosure of claim 5, wherein the first panel, the second panel, the third panel, the fourth panel, or combinations thereof, further comprise at least one additional edge having a front side and a rear side, wherein the front side and the rear side each comprise a first portion of the fastening medium thereon for engagement with at least one additional panel.</p>	<p>In the SA-PWE each of the first panel, the second panel, the third panel, the fourth panel, or combinations thereof, further comprise at least one additional edge having a front side and a rear side, wherein the front side and the rear side each comprise a first portion of the fastening medium thereon for engagement with at least one additional panel.</p> <p>See 5.2 showing that each panel has two male edges, each male edge having front and rear sides comprising a fastening medium.</p>

CLAIM LIMITATION	SA-PWE
9.0 The enclosure of claim 5, further comprising at least one additional edge having a first flap and a second flap extending therefrom, wherein the first flap and the second flap each have an inner edge comprising a second portion of the fastening medium for engagement with at least one additional panel.	<p>The SA-PWE includes at least one additional edge having a first flap and a second flap extending therefrom, wherein the first flap and the second flap each have an inner edge comprising a second portion of the fastening medium for engagement with at least one additional panel.</p> <p>See 5.2 showing that each panel has two female edges, each female edges having first and second flaps each having an inner edge comprising a fastening medium.</p>
10.0 The enclosure of claim 5, wherein each first portion of the fastening medium, each second portion of the fastening medium, or combinations thereof, comprise a plurality of strips of a hook and loop fastening medium.	<p>In the SA-PWE each first portion of the fastening medium and each second portion of the fastening medium comprise a plurality of strips of a hook and loop fastening medium.</p> <p>See 5.2.</p>
11.0 The enclosure of claim 5, further comprising at least one additional wall engaged with the wall to form an enclosed space adapted for performing hot work, for containing a pressure differential therein, or combinations thereof.	<p>The SA-PWE includes multiple walls engaged to form an enclosed space adapted for performing hot work and for containing a pressure differential therein:</p>  <p>See also 5.7.</p>

CLAIM LIMITATION	SA-PWE
12.0 The enclosure of claim 5, wherein engagement between the first panel and the second panel, engagement between the second panel and the third panel, engagement between the third panel and the fourth panel, engagement between the fourth panel and the first panel, or combinations thereof, comprise engagement between a first of said flaps and one of the front sides and a second of said flaps and one of the rear sides via engagement between the first portion and the second portion of the fastening medium.	In the SA-PWE engagement between the first panel and the second panel, engagement between the second panel and the third panel, engagement between the third panel and the fourth panel, engagement between the fourth panel and the first panel, or combinations thereof, comprise engagement between a first of said flaps and one of the front sides and a second of said flaps and one of the rear sides via engagement between the first portion and the second portion of the fastening medium. See 5.2 and 5.6.

32. Safe Arc's acts of infringement of the 775 Patent have caused damage to PetroHab and PetroHab is entitled to recover such damages.

33. Safe Arc's infringement of the 775 Patent has caused, and will continue to cause damage to PetroHab, causing irreparable harm, or which there is no adequate remedy at law.

34. Safe Arc's infringement of the 775 Patent has been willful and without authority or license from PetroHab.

PRAYER

WHEREFORE, PetroHab requests the Court to:

- enter judgment that one or more claims of the 775 Patent have been infringed by Safe Arc, either literally and/or under the Doctrine of Equivalents;
- enter an injunction against continued infringement of the 775 Patent, in such form as the Court deems just;
- award PetroHab damages adequate to compensate for the infringement, but no less than a reasonably royalty for use made of the invention of the 775 Patent, together with interest and costs as fixed by the Court;
- declare this case to be exceptional under the Patent Laws and award PetroHab enhanced damages under 35 U.S.C. § 284 and attorney fees and costs under 35 U.S.C. § 285 or any other applicable statutes;
- award PetroHab prejudgment interest; and
- grant PetroHab such other and further relief as the Court may deem just and proper.

Dated: April 2, 2025

Respectfully Submitted,
NEUNERPATE

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